

BEFORE THE
CALIFORNIA BOARD OF OCCUPATIONAL THERAPY
DEPARTMENT OF CONSUMER AFFAIRS
STATE OF CALIFORNIA

In the Matter of the Statement of Issues Against:

Case No. AL2009-84

ANJULI DILLON KELLEY,
a.k.a. ANJULI D. KELLEY
405 Piezzi Road
Santa Rosa, CA 95401

Respondent.

DECISION AND ORDER

The attached Stipulated Settlement and Disciplinary Order is hereby adopted by the California Board of Occupational Therapy, Department of Consumer Affairs, as its Decision in this matter.

This Decision shall become effective on issuance of license.

It is so ORDERED March 18, 2010

Mary M. Evert, MBA, OTR/L, FAOTA
FOR THE CALIFORNIA BOARD OF
OCCUPATIONAL THERAPY
DEPARTMENT OF CONSUMER AFFAIRS

1 EDMUND G. BROWN JR.
Attorney General of California
2 ALFREDO TERRAZAS
Senior Assistant Attorney General
3 JANICE K. LACHMAN
Supervising Deputy Attorney General
4 State Bar No. 186131
1300 I Street, Suite 125
5 P.O. Box 944255
Sacramento, CA 94244-2550
6 Telephone: (916) 445-7384
Facsimile: (916) 327-8643
7 *Attorneys for Complainant*

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DEPARTMENT OF CONSUMER AFFAIRS
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13 **a.k.a. ANJULI D. KELLEY**
14 **405 Piezzi Road**
15 **Santa Rosa, CA 95401**

**STIPULATED SETTLEMENT AND
DISCIPLINARY ORDER**

Respondent.

16 IT IS HEREBY STIPULATED AND AGREED by and between the parties to the above-
17 entitled proceedings that the following matters are true:

18 **PARTIES**

19 1. Heather Martin ("Complainant") is the Executive Officer of the California Board of
20 Occupational Therapy. She brought this action solely in her official capacity and is represented
21 in this matter by Edmund G. Brown Jr., Attorney General of the State of California, by Janice K.
22 Lachman, Supervising Deputy Attorney General.

23 2. Respondent Anjuli Dillon Kelley, also known as Anjuli D. Kelley ("Respondent"), is
24 representing herself in this proceeding and has chosen not to exercise her right to be represented
25 by counsel.

26 3. On or about October 5, 2009, Respondent filed an application dated September 28,
27 2009, with the California Board of Occupational Therapy to obtain an occupational therapist
28 license.

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CONTINGENCY

10. This stipulation shall be subject to approval by the Board. Respondent understands and agrees that counsel for Complainant and the staff of the Board may communicate directly with the Board regarding this stipulation and settlement, without notice to or participation by Respondent. By signing the stipulation, Respondent understands and agrees that she may not withdraw her agreement or seek to rescind the stipulation prior to the time the Board considers and acts upon it. If the Board fails to adopt this stipulation as its Decision and Order, the Stipulated Settlement and Disciplinary Order shall be of no force or effect, except for this paragraph, it shall be inadmissible in any legal action between the parties, and the Board shall not be disqualified from further action by having considered this matter.

11. The parties understand and agree that facsimile copies of this Stipulated Settlement and Disciplinary Order, including facsimile signatures thereto, shall have the same force and effect as the originals.

12. This Stipulated Settlement and Disciplinary Order is intended by the parties to be an integrated writing representing the complete, final, and exclusive embodiment of their agreement. It supersedes any and all prior or contemporaneous agreements, understandings, discussions, negotiations, and commitments (written or oral). This Stipulated Settlement and Disciplinary Order may not be altered, amended, modified, supplemented, or otherwise changed except by a writing executed by an authorized representative of each of the parties.

13. In consideration of the foregoing admissions and stipulations, the parties agree that the Board may, without further notice or formal proceeding, issue and enter the following Disciplinary Order:

DISCIPLINARY ORDER

IT IS HEREBY ORDERED that the application of Respondent Anjuli Dillon Kelley, also known as Anjuli D. Kelley, for licensure as an occupational therapist is hereby granted. Upon successful completion of the licensure examination and all other licensing requirements, an occupational therapist license shall be issued to Respondent. The license shall immediately be

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1 revoked, the order of revocation stayed, and Respondent placed on probation for three (3) years
2 on the following terms and conditions:

3 1. **Early Termination of Probation.** Respondent waives her right to petition for early
4 termination and modification of probation.

5 2. **Obey All Laws.** Respondent shall obey all federal, state and local laws and
6 regulations governing the practice of occupational therapy in California. Respondent shall
7 submit, in writing, a full detailed account of any and all violations of the law to the Board within
8 five (5) days of occurrence.

9 3. **Compliance with Probation and Quarterly Reporting.** Respondent shall fully
10 comply with the terms and conditions of probation established by the Board and shall cooperate
11 with representatives of the Board in its monitoring and investigation of the respondent's
12 compliance with probation. Respondent, within ten (10) days of completion of the quarter, shall
13 submit quarterly written reports to the Board on a Quarterly Report of Compliance form obtained
14 from the Board.

15 4. **Personal Appearances.** Upon reasonable notice by the Board, Respondent shall
16 report to and make personal appearances at times and locations as the Board may direct.

17 5. **Notification of Address and Telephone Number Change(s).** Respondent shall
18 notify the Board, in writing, within five (5) days of a change of residence or mailing address, of
19 her new address and any change in work and/or home telephone numbers.

20 6. **Tolling for Out-of-State Practice, Residence or In-State Non-Practice.** In the
21 event Respondent should leave California to reside or to practice outside the State for more than
22 thirty (30) days, Respondent shall notify the Board or its designee in writing within ten (10) days
23 of the dates of departure and return. All provisions of probation other than the quarterly report
24 requirements, examination requirements, and education requirements, shall be held in abeyance
25 until respondent resumes practice in California. All provisions of probation shall recommence on
26 the effective date of resumption of practice in California.

27 7. **Notification to Employer(s).** When currently employed or applying for employment
28 in any capacity in any health care profession, Respondent shall notify her employer of the

1 probationary status of Respondent's license. This notification to the current employer shall occur
2 no later than the effective date of the Decision. Respondent shall notify any prospective health
3 care employer of her probationary status with the Board prior to accepting such employment.
4 This notification shall be made by providing the employer or prospective employer with a copy of
5 the Board's Accusation and Stipulated Settlement and Disciplinary Decision and Order.

6 Respondent shall cause each health care employer to submit quarterly reports to the Board.
7 The reports shall be on a form provided by the Board, shall include a performance evaluation and
8 such other information as may be required by the Board.

9 Respondent shall notify the Board, in writing, within five (5) days of any change in
10 employment status. Respondent shall notify the Board, in writing, within five (5) days if she is
11 terminated from any occupational therapy or health care related employment with a full
12 explanation of the circumstances surrounding the termination.

13 **8. Employment Requirements and Limitations.** During probation, Respondent shall
14 work in her licensed capacity in the State of California. This practice shall consist of no less than
15 (6) continuous months and of no less than twenty (20) hours per week.

16 While on probation, Respondent shall not work for a registry or in any private duty
17 position, except as approved, in writing, by the Board. Respondent shall work only on a regularly
18 assigned, identified, and pre-determined work site(s) and shall not work in a float capacity except
19 as approved, in writing, by the Board.

20 **9. Supervision Requirements.** Respondent shall obtain prior approval from the Board,
21 before commencing any employment, regarding the level of supervision provided to the
22 respondent while employed as an occupational therapist or occupational therapy assistant.

23 Respondent shall not function as a supervisor during the period of probation except as
24 approved, in writing, by the Board.

25 **10. Continuing Education Requirements.** Respondent shall complete continuing
26 education in the area of Law and Ethics for twelve (12) contact hours. Such continuing education
27 shall be completed within one (1) year of the effective date of the Decision.

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1 The continuing education shall be in addition to the professional development activities
2 required for license renewal.

3 Within thirty (30) days of the effective date of the Decision, Respondent shall submit a
4 written plan to comply with this requirement. The proposed plan shall include the name or title of
5 the course, a course description or syllabus, and identify the provider. A Board representative
6 shall approve such plan prior to enrollment in any course of study.

7 Failure to satisfactorily complete the required continuing education as scheduled shall
8 constitute a violation of probation. Respondent is responsible for all costs of such continuing
9 education. Upon successful completion of the course work, Respondent shall send the original
10 certificate(s) of completion to the Board within thirty (30) days of completion of the course(s).
11 Respondent shall send the original certificate(s) to the Board by certified mail, return receipt
12 requested.

13 11. **Maintenance of Valid License.** Respondent shall, at all times while on probation,
14 maintain an active current license with the Board, including any period during which the license
15 is suspended or probation is tolled.

16 12. **Violation of Probation.** If Respondent violates probation in any respect, the Board,
17 after giving Respondent notice and opportunity to be heard, may revoke probation and carry out
18 the disciplinary order which was stayed. If an accusation or a petition to revoke probation is filed
19 against Respondent during probation, the Board shall have continuing jurisdiction until the matter
20 is final, and the period of probation shall be extended until the matter is final.

21 13. **Completion of Probation.** Upon successful completion of probation, Respondent's
22 license will be fully restored.

23 14. **Chemical Dependency Support/Recovery Groups.** Within five (5) days of the
24 effective date of the Decision, Respondent shall begin weekly attendance at a chemical
25 dependency support group (e.g., Alcoholics Anonymous, Narcotics Anonymous). Verified
26 documentation of attendance shall be submitted by respondent with each quarterly report.
27 Respondent shall continue attendance in such a group for the duration of probation.

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15. **Abstain From Controlled Substances.** Respondent shall completely abstain from the personal use or possession of controlled substances, as defined in the California Uniform Controlled Substances Act, and dangerous drugs as defined in section 4021 and 4022 of the Business and Professions Code, except when lawfully prescribed by a licensed practitioner for a bona fide illness.

16. **Abstain From Use of Alcohol.** Respondent shall completely abstain from the use of alcoholic beverages during the period of probation.

17. **Submit Biological Fluid Samples.** Respondent shall immediately submit to biological fluid testing, at Respondent's cost, upon request by the Board or its designee. There will be no confidentiality in the test results; positive test results will be immediately reported to the Board and the Respondent's current employer.

ACCEPTANCE

I have carefully read the Stipulated Settlement and Disciplinary Order. I understand the stipulation and the effect it will have on my Occupational Therapist License. I enter into this Stipulated Settlement and Disciplinary Order voluntarily, knowingly, and intelligently, and agree to be bound by the Decision and Order of the California Board of Occupational Therapy.

DATED:

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ANJULI DILLON KELLEY,
a.k.a. ANJULI D. KELLEY
Respondent

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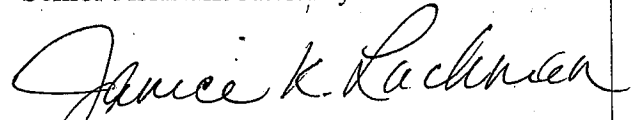
ENDORSEMENT

The foregoing Stipulated Settlement and Disciplinary Order is hereby respectfully submitted for consideration by the California Board of Occupational Therapy of the Department of Consumer Affairs.

DATED: 2/19/10

Respectfully Submitted,

EDMUND G. BROWN JR.
Attorney General of California
ALFREDO TERRAZAS
Senior Assistant Attorney General


JANICE K. LACHMAN
Supervising Deputy Attorney General
Attorneys for Complainant